

ATTACHMENT A

“Joint Petition for
Approval of Settlement Agreement,”
Filed June 7, 2001, By WDSI License Corp.
and Knoxville Channel 25, L.L.C.

BEFORE THE

RECEIPT COPY

Federal Communications Commission

WASHINGTON, D.C.

RECEIVED

JUN 7 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Application of)
)
WDSI LICENSE CORP.)
)
For License to Convert Licensed LPTV)
Facilities to Class A Facilities for)
WPDP-LP (formerly WPBD-LP),)
Cleveland, Tennessee (FIN-52078))
)
)

File No. BLTTA-20001207ADR

To: Chief, Mass Media Bureau

JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT

WDSI License Corp. ("WDSI") and Knoxville Channel 25, L.L.C. ("Knoxville 25") (collectively, the "Joint Movants"), pursuant to 47 U.S.C. 73.3588, respectfully request that the Commission (a) approve the Settlement Agreement between the aforementioned parties (a copy of the Settlement Agreement is attached hereto as Exhibit 1; (b) dismiss Knoxville 25's Petition to Deny filed against the above-referenced application for Class A status; (c) grant the above-referenced application for Class A status for WPDP-LP (formerly WPBD-LP); and (d) grant WDSI's application for a modification of the licensed facilities of WPDP-LP to specify operation on an alternate channel that is not mutually exclusive with Channel 25 in Knoxville, Tennessee, which is being filed simultaneously herewith.

1. Currently, WDSI and Knoxville 25, the Joint Movants, have applications and a Petition for Rule Making pending that are mutually exclusive with each other in terms of over-the-air interference. As set forth in greater detail in the attached Settlement Agreement, WDSI is the licensee of low power television station WPDP-LP, Cleveland, Tennessee operating on Channel 25 and has an application pending, which seeks Class A status for WPDP-LP. *See* FCC File No. BLTTA-20001207ADR. Knoxville 25 is the successor to South Central Communications Corporation as the applicant seeking authority for a new full-power NTSC television station on Channel 26 at Knoxville, Tennessee, and has filed a Petition for Rule Making seeking to allot Channel 25 at Knoxville to the NTSC Table of Allotments. As it appears that the proposals contained in the WPDP-LP Class A Application and the Knoxville 25 Application and Petition for Rulemaking are mutually exclusive, the Joint Movants have entered into the instant Settlement Agreement in order to resolve the situation.

2. Under the terms of the settlement between the Joint Movants, the parties seek the dismissal with prejudice of Knoxville 25's Petition to Deny the above-referenced application. Correspondingly, the Joint Movants seek the grant of that application for Class A status of WPDP-LP. In addition, the parties seek acceptance and grant of an application for modification in the licensed facilities of WPDP-LP, which is being filed simultaneously herewith, specifying operation on an alternate channel that is not mutually exclusive with Channel 25 in Knoxville, Tennessee. In exchange, Knoxville 25 will pay to WDSI the legitimate and prudent expenses incurred in such a channel change, such payment not to exceed eighty-five thousand dollars (\$85,000.00). As set forth in the Settlement Agreement no consideration is to be paid other than the costs incurred by WDSI. The proposed transaction is contingent on the prior approval of the Commission.

3. In compliance with the Commission's rules, declarations of the principals of the Joint Movants attesting to the fact that neither the petitioner nor its principals has received or will receive any money or other consideration in excess of legitimate and prudent expenses in exchange for the dismissal of the Petition to Deny are attached hereto. As the declarations and the Settlement Agreement reflect, all of the settling parties believe that the proposed settlement serves the public interest and will resolve the pending proceeding before the Commission. Moreover, the settlement will greatly expedite the initiation of full-power television and Class A television service to the communities of Knoxville and Cleveland, Tennessee.

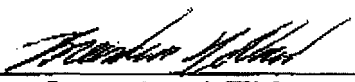
Accordingly, WDSI and Knoxville 25 respectfully request that the Commission:

(a) approve the Settlement Agreement between the parties; (b) dismiss Knoxville 25's Petition to Deny filed against WPDP-LP's application for Class A status; (c) grant WPDP-LP's application for Class A status; and (d) grant WDSI's application for a modification of the licensed facilities of WPDP-LP to specify operation on an alternate channel that is not mutually exclusive with Channel 25 in Knoxville, Tennessee, which is being filed simultaneously herewith.

Respectfully submitted,

WDSI LICENSE CORP.


Shaw Pittman
2300 N Street, NW
Washington, DC 20037
(202) 663-8000

By: 
Lauren Lynch Flick
Brendan Holland

Its Counsel

KNOXVILLE CHANNEL 25, L.L.C.

Fletcher Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, VA 22209
(703) 812-0460

By: 
Edward S. O'Neill

Its Counsel

Date: June 7, 2001

DECLARATION

I, Scott A. Blank hereby state:

1. I am the Vice President of WDSI License Corp. ("WDSI") licensee of WPDP-LP, Cleveland, Tennessee (FIN-52078). WDSI currently has an application pending seeking Class A status for LPTV station WPDP-LP, which is mutually exclusive with the Petition for Rule Making and Application for new NTSC television broadcast station pending for Knoxville Channel 25, L.L.C. ("Knoxville 25"). Accordingly, WDSI has reached a settlement agreement with Knoxville 25. WDSI did not file its application for the purpose of reaching a settlement.
2. Pursuant to Section 73.3588(a) of the Commission's Rules, neither WDSI, nor its principals have paid or will pay money or other consideration to Knoxville 25 in exchange for the dismissal of Knoxville 25's Petition to Deny.
3. Pursuant to the Settlement Agreement, Knoxville 25 will reimburse WDSI for its legitimate and prudent expenses incurred in connection with the preparation and filing of an application for modification of WPDP-LP and the modification of the facilities of WPDP-LP in order to operation on a frequency other than its currently authorized Channel 25. The parties have agreed that the reimbursement for WDSI's expenses shall not exceed \$85,000.00. An itemized budget estimating WDSI's anticipated costs is attached to the Settlement Agreement as Attachment 1.
4. Neither WDSI, nor any other party has received or been promised, directly or indirectly, any consideration except as specified in the Settlement Agreement.
5. The Settlement Agreement will serve the public interest as it will result in the expeditious initiation of Class A television service and new NTSC broadcast television service to the communities of Cleveland and Knoxville, Tennessee.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6 day of June, 2001.



Scott A. Blank

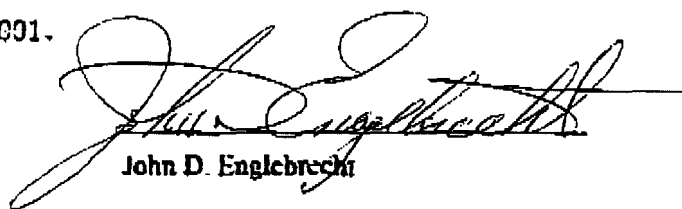
DECLARATION

I, John D. Englebrecht, hereby state:

1. I am the General Partner of Knoxville 25 License, L.L.C. ("Knoxville 25") successor to South Central Communications Corporation as the applicant for a new full-power NTSC broadcast television station on Channel 26 at Knoxville, Tennessee. In addition to this Application, Knoxville 25 currently has a pending Petition for Rule Making seeking to add Channel 25 at Knoxville, Tennessee to the NTSC Table of Allotments. Further, Knoxville 25 has filed a Petition to Deny the application currently pending for WDSI License Corp. which seeks Class A status for LP TV station WPDP-LP, Cleveland, Tennessee. As WPDP-LP's Class A Application is mutually exclusive with Knoxville 25's Application and Petition, the parties have reached a settlement agreement. Knoxville 25 did not file its Petition of Rule Making or Application for the purpose of reaching a settlement.
2. Neither Knoxville 25, nor its principals, have received or will receive any money or other consideration in exchange for the dismissal or withdrawal of the Petition to Deny.
3. Pursuant to the Settlement Agreement, Knoxville 25 will reimburse WDSI for its legitimate and prudent expenses incurred in connection with the preparation and filing of an application for minor modification of WPDP-LP and the modification of the facilities of WPDP-LP in order to operation on a frequency other than its currently authorized Channel 25. The parties have agreed that the reimbursement for WDSI's expenses shall not exceed \$85,000.00. An itemized budget estimating WDSI's anticipated costs is attached to the Settlement Agreement as Attachment 1.
4. Neither Knoxville 25, nor any other party has received or been promised, directly or indirectly, any consideration except as specified in the Settlement Agreement.
5. The Settlement Agreement will serve the public interest as it will result in the expeditious initiation of Class A television service and new NTSC broadcast television service to the communities of Cleveland and Knoxville, Tennessee.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6 day of June, 2001.



John D. Englebrecht

EXHIBIT 1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 6th day of June, 2001, by and between WDSI License Corp. ("WDSI") and Knoxville Channel 25, L.L.C. ("Knoxville 25"). (Collectively, WDSI and Knoxville 25 are referred to herein as the "Parties").

WITNESSETH:

WHEREAS, WDSI is the licensee of low power television station WPDP-LP (formerly call sign "WPDD-LP") (FIN-52078) operating on Channel 25 at Cleveland, Tennessee, and has an application pending before the Federal Communications Commission (the "Commission") seeking Class A status for WPDP-LP, see FCC File No. BLTTA-20001207ADR (the "WPDP-LP Class A Application"); and

WHEREAS, Knoxville 25 is the successor to South Central Communications Corporation as the applicant seeking authority from the Commission for a new full-power NTSC broadcast television station on Channel 26 at Knoxville, Tennessee, see FCC File No. BPCT-960920LJ (the "Knoxville 25 Application") (the WPDP-LP Class A Application and the Knoxville 25 Application each referred to herein as an "Application"); and

WHEREAS, Knoxville 25 has filed a Petition for Rulemaking whereby it has sought the addition of Channel 25 to the NTSC Table of Allocations for Knoxville with the expectation of amending its pending Application in order to specify operation on Channel 25 ("Petition for Rulemaking"); and

WHEREAS, Knoxville 25 filed a Petition to Deny with the Commission on January 19, 2001 seeking to deny the WPDP-LP Class A Application (the "Petition to Deny"), and WDSI filed an "Opposition to Petition to Deny" on February 12, 2001, and Knoxville 25 subsequently filed a "Reply to Opposition to Petition to Deny" on February 23, 2001; and

WHEREAS, it appears that the proposals contained in the WPDP-LP Class A Application and the Knoxville 25 Application and Petition for Rulemaking are mutually exclusive with each other in terms of over-the-air interference; and

WHEREAS, WDSI has agreed to file an application seeking a modification in the licensed facilities of LPTV station WPDP-LP to specify operation on an alternate channel that is not mutually exclusive with Channel 25 in Knoxville, Tennessee, in exchange for payment by Knoxville 25 of the expenses of such channel change in accordance with the terms of this Agreement, and Knoxville 25's withdrawal of its Petition to Deny against the WPDP-LP Class A Application; and

WHEREAS, Knoxville 25 has agreed to pay consideration to WDSI and to withdraw its Petition to Deny pursuant to the terms and conditions of this Agreement; and

-2-

WHEREAS, the Parties wish to avoid further costly and lengthy proceedings before the Commission, as well as the burden that such proceedings impose upon the Commission's staff and resources; and

WHEREAS, the Parties believe that this Agreement will be in the public interest in that it will resolve the pending proceeding before the Commission, and thereby permit the more prompt initiation of full-power television and Class A television service to the communities of Knoxville and Cleveland, Tennessee; and

WHEREAS, the obligations of the Parties hereunder are subject to the prior approval of the Commission and the conditions herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Amendment of Application, Dismissal of Petition.** Within ten (10) business days of the execution of this Agreement, (a) WDSI shall file an application (such application referred to herein as the "Amended WPDP-LP Application") in which it will seek a modification of the licensed facilities of LPTV station WPDP-LP to specify a channel that is not mutually exclusive with the Knoxville 25 Application, and (b) the Parties hereto shall jointly request that the FCC accept and grant the Amended WPDP-LP Application, dismiss the Knoxville 25 Petition to Deny the WPDP-LP Class A Application, and promptly grant the WPDP-LP Class A Application on the channel specified in the Amended WPDP-LP Application.

2. **Consideration.** As consideration for WDSI's obligations hereunder, Knoxville 25 shall pay to WDSI a sum equal to WDSI's legitimate and prudent expenses, as approved by the FCC, incurred in connection with the preparation and filing of its Amended WPDP-LP Application and the modification of the facilities of WPDP-LP in order to operate on a frequency other than its currently authorized Channel 25. Said payment (a) shall not exceed Eighty-Five Thousand Dollars (\$85,000.00) and (b) shall be made by certified or cashier's check or by wire transfer within ten (10) business days following the date on which an order or opinion of the Commission, or the last such order or opinion of the Commission, dismissing Knoxville 25's Petition to Deny and granting the WPDP-LP Class A Application and Amended WPDP-LP Application becomes a "Final Action."

3. **Request for FCC Consent.** Within ten (10) business days of the execution of this Agreement, the Parties hereto shall file with the FCC a "Joint Request for Approval of Settlement Agreement" asking the FCC to approve this Agreement, dismiss Knoxville 25's Petition to Deny, grant the Amended WPDP-LP Application, and grant the WPDP-LP Class A Application. Recognizing that this Agreement is expressly subject to the prior consent of the Commission, WDSI and Knoxville 25 shall cooperate with each other and with the Commission by expeditiously providing to each other or to the Commission, or both, all additional information that may be necessary or appropriate to comply with Section 73.3525 of the Commission's Rules. The Parties agree to provide the Commission in a timely manner with such

-3-

information as it reasonably requests. The Parties further agree to use their best efforts in the preparation and filing of all Commission applications and related documents that may be necessary or appropriate to reach the result contemplated by this Agreement. The Parties shall file with the Joint Petition a copy of this Agreement together with all supporting documentation required by Section 73.3525 of the Commission's Rules.

4. **Final Action.** The obligations of the Parties under this Agreement are expressly conditioned upon the Commission taking "Final Action" approving this Settlement Agreement, granting the Amended WPDP-LP Application, and granting the WPDP-LP Class A Application. For purposes of this Agreement, an action or order by the Commission shall be a "Final Action" when the action or order is no longer subject to administrative or judicial reconsideration, review, appeal or stay under applicable statutes and regulations.

5. **Entire Agreement.** This Agreement is the only agreement between the Parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof and cannot be amended or modified except by an instrument in writing signed by the Parties.

6. **Authorization and Binding Obligation.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. Each party warrants to the other that it has full power and authority to enter into this Agreement, and to perform its obligations hereunder. The Parties further represent and warrant that they are not under any restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement and from carrying out their obligations hereunder.

7. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

8. **Governing Law.** This Agreement shall be construed under the laws of the State of Tennessee.

9. **Severability.** In the event that the FCC requires a modification, alteration, or amendment of this Agreement, then the parties hereto agree that the provisions of this Agreement are severable, and further agree to make any modification, alteration, or amendment required in order to obtain the FCC's approval, as long as the modification, alteration, or amendment does not materially alter or affect the benefits to or obligations of the parties hereunder.

10. **Enforcement.** The Parties agree that this Agreement confers a unique benefit, and that monetary damages for the breach of the agreement would be difficult or impossible to quantify. Therefore, the Parties stipulate that specific performance shall be appropriate as a remedy for breach of this Agreement in addition to other legal or equitable remedies available under this Agreement or under the laws of the State of Tennessee. The Parties agree to waive any defense that there is an adequate remedy at law for breach of this Agreement.

-4-

11. **Termination.** This Agreement shall terminate if the Commission denies either the WPDLP-LP Class A Application or the Amended WPDLP-LP Application and such denial becomes a Final Action. In the event these actions do not become a Final Order within two years from the date of submission of this Settlement Agreement and the Joint Petition, any Party may, at its option, terminate this Agreement, and in that event the proceeding will be restored to its prior status.

12. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

13. **Notices.** A notice, request, statement or other communication to be given hereunder will be in writing and will be sent by first-class mail, postage prepaid to the party as follows:

If to WDSI License Corp.:

Scott Blank, Esq.
WDSI License Corp.
225 City Line Avenue
Suite 200
Bala Cynwyd, PA 19004

With a copy to:

David D. Oxenford
Shaw Pittman
2300 N. Street, NW
Washington, D.C. 20037

If to the Settling Parties:

Knoxville Channel 25, L.L.C.
John D. Englebrecht
P.O. Box 3848
Evansville, IN 47736

With a copy to:

Edward S. O'Neill
Fletcher, Heald & Hildreth, P.L.C
1300 North 17th Street
11th Floor
Arlington, VA 22209

-5-

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement, or other communication will be deemed to have been given three days after it was mailed.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.


WDSI LICENSE CORP.

By: _____

Its: _____

Date: _____

KNOXVILLE CHANNEL 25, L.L.C.

By: 
Its: GENERAL PARTNER

Date: June 6, 2001

-5-

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement, or other communication will be deemed to have been given three days after it was mailed.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Agreement on the date(s) indicated below.

WDSI LICENSE CORP.By: Scott A. HeathIts: Vice PresidentDate: June 6, 2001**KNOXVILLE CHANNEL 25, L.L.C.**

By: _____

Its: _____

Date: _____

ATTACHMENT 1

WDSI LICENSE CORP.**WPDP-LP, Cleveland, Tennessee, LPTV 25****Estimated Expenses for Channel Displacement Project
2001 Tower and Transmitter Site**

Prepared By: Lee Carpenter

Item	Qty	Description	Dept.	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
1	1	Andrew ALP Antenna System / Channel 38	Tower		25,000		
2	1	Andrew ALP Antenna Connectors & Hardware	Tower		8,500		
3	1	Antenna Shipping & handling	Tower		3,000		
4	1	Antenna Installation	Tower		15,000		
5	1	Transmitter Frequency Modification	Transmitter		15,000		
6	1	Transmitter Monitoring	Transmitter		12,000		
7	1	Transmitter Commissioning & Proof	Transmitter		6,000		
8	1	Transmitter Parts Shipping & Handling	Transmitter		500		
Quarterly Expense Totals				1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
				0	85,000	0	0
PROJECT TOTAL				\$85,000			

CERTIFICATE OF SERVICE

I, Rhea Lytle, a secretary with the law firm of Shaw Pittman, hereby certify that copies of the foregoing **"JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT"** were served via U.S. mail on this 7th day of June 2001 to the following:

Hossein Hashemzadeh*
Mass Media Bureau
Federal Communications Commission
445 12th Street, S.W., Room 2-C866
Washington, D.C. 20554

Margie Hinebaugh*
Federal Communications Commission
445 12th Street, S.W., Room 2-A768
Washington, D.C. 20554

Edward S. O'Neill, Esq.
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, VA 22209



Rhea Lytle

***Hand Delivery**



B



ATTACHMENT B

Amendment to Pending Class A License
Application for Station WKPT-LP, Kingsport,
Tennessee, Filed January 19, 2001,
By Holston Valley Broadcasting Corporation
and
Supporting Engineering Statement of
Jules Cohen, P.E., Dated January 16, 2001

HOLSTON VALLEY BROADCASTING CORPORATION

AM Radio	WKPT	WKTP	WOPI	WMEV
FM Radio	WTFM	WMEV-FM	WRZK (LMA)	
Television	WKPT-TV	WAPK-LP	WOPI-LP	

222 COMMERCE STREET
KINGSPORT, TENNESSEE 37660
PHONE: (423) 246-9578
FAX: (423) 246-6261

ATTACHMENT
(KINGSPORT)

JAN 19 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

January 19, 2001

Office of the Secretary
Federal Communications Commission
The Portals II
Room TW-A325
445 12th Street SW
Washington, DC 20554

"PLEASE STAMP"
AND RETURN
THIS COPY TO
FLETCHER, HEALD & HILDRETH

Dear Madame Secretary:

This letter and the accompanying ENGINEERING STATEMENT should be considered as an amendment to the pending Application of Holston Valley Broadcasting Corporation (Holston) for Class A Television Station Status for station WAPK-LP, channel 25, Kingsport, Tennessee, of which Holston is licensee.

Through contact last fall with South Central Communication Corporation (South Central) Holston became aware of South Central's pending Petition for Rulemaking to add UHF channel 25 to the Commission's Table of Television Allocations for Knoxville, Tennessee, and the circumstances by which should channel 25 be allotted to Knoxville South Central intends to file an application to construct a full service channel 25 analog television station at Knoxville. South Central's Petition envisions use of a significantly directional antenna by the proposed channel 25 at Knoxville in order to protect a digital television allotment at Asheville, North Carolina.

Upon learning this Holston immediately contacted its engineering consultant, Jules Cohen, P.E., to ascertain whether or not significant or harmful interference to its WKPT-LP, channel 25, Kingsport would result from South Central's proposed Knoxville facility and *vice-versa*. That study as reported verbally to Holston last fall by Mr. Cohen showed that no such interference would result.

Only a few days ago Holston learned from South Central that in reviewing South Central's Petition the Commission has questioned whether the potential harmful interference discussed above would exist. Holston informed South Central of the previous Cohen analysis, and Holston and South Central commissioned Mr. Cohen to further complete, review, and write up the study in the form of the ENGINEERING STATEMENT attached hereto.

Madame Secretary (1/19/01) – Page 2

Holston hereby declares that it has no objection to and will accept the minimal interference described in the attached report so long as South Central agrees to accept the minimal interference to its proposed channel 25 Knoxville station from WKPT-LP, which is also described in the report.

Respectfully,

HOLSTON VALLEY BROADCASTING CORPORATION

Station WKPT-LP


George E. DeVault, Jr.
President

Enclosure

Jules Cohen, P.E.
Consulting Engineer

**ENGINEERING STATEMENT PREPARED ON BEHALF OF
HOLSTON VALLEY BROADCASTING CORPORATION
AND
SOUTH CENTRAL COMMUNICATIONS CORPORATION**

This engineering statement has been prepared on behalf of Holston Valley Broadcasting Corporation ("Holston Valley") and South Central Communications Corporation ("South Central") to describe the results of an interference study. South Central proposes to operate a full service analog television station on channel 25Z at Knoxville, Tennessee. The station would operate with a directional antenna providing maximum peak visual effective radiated power of 5,000 kilowatts with antenna height above average terrain of 367 meters. Holston Valley is the licensee of low power television station WKPT-LP, Kingsport, Tennessee. WKPT-LP operates on channel 25Z with peak visual effective radiated power of 5.0 kilowatts.

A study has been made to determine what mutual interference would be involved if both the full service station at Knoxville and the low power station at Kingsport both operate on channel 25. The study employed the Commission's FLR program utilizing the Longley-Rice Irregular Terrain Model, and an Alpha processor. Good agreement with the Commission's calculations of service and interference has been observed when using this program as implemented on the office computers. Minor differences are seen at times that are likely attributable to the fact that the Commission truncates the quantities used in its program implementation to a greater degree than the program used here. To run the program, both the South Central proposed operation and the WKPT-LP operating

Jules Cohen, P.E.
Consulting Engineer

Engineering Statement
Channel 25 Proposal

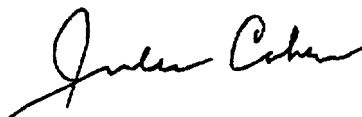
Page 2

parameters were entered in the database.

Results of the computer runs are as follows:

	South Central	Holston Valley
Terrain-Limited Population	824,840	271,335
NTSC Interference Loss without Simultaneous Operation	18,678	16,915
Loss Percentage	2.3	6.2
NTSC Interference Loss with Simultaneous Operation	18,920	18,071
Loss Percentage	2.3	6.7

I declare under the threat of perjury that the foregoing is correct to the best of my knowledge and belief.



Jules Cohen, P.E.

January 16, 2001

ATTACHMENT C

Letter Dated January 19, 2001,
Filed By Knoxville Channel 25, L.L.C.
In Support of Pending Class A License Application
for Station WKPT-LP, Kingsport, Tennessee

RECEIVED

JAN 19 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

January 19, 2001

"PLEASE STAMP"
AND RETURN
THIS COPY TO
FLETCHER, HEALD & HILDRETH

Magalie Roman Salas, Esquire
Secretary
Federal Communications Commission
The Portals
445 12th Street, SW, Room TWB204
Washington, D.C. 20554

Dear Ms. Salas:

With respect to the pending application of Holston Valley Broadcasting Corporation seeking Class A status for Station WKPT-LP, Kingsport, TN (BLTTA-20001211EW), I have read the amendment thereto submitted by Holston Valley on January 19, 2001.

On behalf of South Central Communications Corporation, the majority owner of Knoxville Channel 25, L.L.C., the prospective applicant for a new full-service television station on NTSC channel 25 at Knoxville, TN, I hereby confirm that Knoxville Channel 25, L.L.C. will accept such interference as may be caused to the proposed Knoxville Channel 25 operation by the operation of Station WKPT-LP.

KNOXVILLE CHANNEL 25, L.L.C.

By:


John D. Engelbrecht, President